

STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL

In the Matter of:

CONSUMER PORTFOLIO SERVICES, INC.

ASSURANCE OF DISCONTINUANCE

This Assurance of Discontinuance ("Assurance") is entered into by the Attorney General of the State of Maine ("Attorney General"), acting pursuant to 5 M.R.S. § 210 of the Maine Unfair Trade Practices Act (the "UTPA," 5 M.R.S. §§ 205-A through 214), and Consumer Portfolio Services, Inc. ("CPS" or "Respondent").

BACKGROUND

1. CPS is a California corporation with a principal office located at 19500 Jamboree Road, Irvine, California 92612. It has been licensed by the Maine Bureau of Consumer Credit Protection as a sales finance company since 1997, except for a two-month period in 1999 in which its license was not active.

2. The Attorney General conducted an investigation of Glenn A. Geiser, Jr., who operated through successive used car dealerships known as Bangor Car Care, Inc., Bumper2Bumper, Inc. ("B2B") and My Maine Ride ("MMR") (collectively, "Geiser").

3. Geiser was licensed by the Maine Bureau of Consumer Credit Protection as a general creditor who could enter into retail sales installment contracts with consumers to enable them to purchase a vehicle from him.

4. The Attorney General's investigation revealed that Geiser promoted and sold his vehicles to consumers with poor or no credit who needed financing to purchase a vehicle.

5. Geiser assigned retail sales installment contracts with consumers to sales finance companies, including CPS.

6. Based upon her investigation, on January 31, 2014, the Attorney General brought an action in the public interest against Geiser in the Penobscot County Superior Court for alleged violations of the UTPA including, but not limited to:

- A. Geiser's pattern or practice of misrepresenting to consumers that the vehicles he promoted and sold were high quality, safe and dependable when, in fact, the vehicles were at or near the end of their useful lives, unsafe, and/or inoperable. This caused certain consumers to experience major mechanical and/or inspection-related problems within a few days or weeks of delivery and to stop making payments to the holder of the retail sales installment contract.
- B. Geiser's pattern or practice of promoting and selling vehicles that could not pass inspection ("Unsafe Motor Vehicles" or "UMVs") and requiring consumers who purchased UMVs to pay a down payment, complete the financing application and

other paperwork, and pick up the UMV at a later date after Geiser put an inspection sticker on the vehicle; and

- C. Geiser's pattern or practice of responding to consumer complaints in a manner that was rude and abusive and calculated to discourage redress.

7. Pursuant to 9-A M.R.S. § 3-403(1), an assignee of the rights of the seller in a consumer credit sale is subject to all claims and defenses of the buyer against the seller arising out of the sale.

8. On or about March 28, 2014, the Attorney General informed CPS of her lawsuit against Geiser, and her position that CPS, as Geiser's assignee, is subject to all claims and defenses of the buyer against Geiser arising out of the sale.

9. CPS has informed the Attorney General that it did not do any business with Geiser until 2013; that it is Geiser's assignee for only three retail sales installment contracts; and that it has ceased doing any new business with Geiser.

ATTORNEY GENERAL'S POSITION

10. The Attorney General contends that, pursuant to 9-A M.R.S. § 3-403(1), CPS is liable to consumers for an amount not to exceed the amounts owed under the contract for any unfair and/or deceptive acts or practices that are found to have been committed by Geiser, in violation of 5 M.R.S. § 207.

CPS'S POSITION

11. CPS denies that it has violated any Maine laws, including, without limitation, the UTPA.

AGREEMENT

12. To resolve the concerns of the Attorney General, CPS agrees to:

- A. No longer engage in any business dealings with Geiser or any entity that he operates or controls, or in which Geiser has an ownership interest;
- B. Not collect a deficiency balance from any consumer who purchased a vehicle from Geiser, had his/her vehicle repossessed by CPS, and did not redeem his/her vehicle thereafter ("Affected Buyers"); and
- C. Request that the credit reporting agencies Transunion, Experian, and Equifax permanently delete CPS's trade line from the credit history of any Affected Buyer.

13. The Attorney General agrees to release CPS and its officers, employees, attorneys, and owners from all claims, causes of action, penalties and costs that were, or could have been, asserted on behalf of the State of Maine prior to the effective date of this Assurance, and relating to, or based upon, the subject matter of this Assurance. Notwithstanding the foregoing, the Attorney General may institute an action or proceeding for violation of any provision of this Assurance.

GENERAL PROVISIONS

14. This Assurance does not constitute an approval by the Attorney General of CPS's business practices, and CPS shall make no representation to the contrary.

15. Pursuant to 5 M.R.S. § 210, any violation of this Assurance shall constitute *prima facie* evidence of an act or practice declared to be unlawful by 5 M.R.S. § 207.

16. This Assurance constitutes the entire agreement of the parties hereto and supersedes all prior agreements or understandings, whether written or oral, between the parties and/or their respective counsel concerning the subject matter addressed herein. Any amendment or modification of this Assurance must be in writing and signed by duly authorized representatives of all the parties hereto.

17. This Assurance shall be binding upon, and inure to the benefit of, the parties and their successors-in-interest.

18. Jurisdiction is retained by the Kennebec County Superior Court in the event that this matter is reopened by the Attorney General for further proceedings in the public interest.

19. Each undersigned individual represents and warrants that he or she is fully authorized by the party he or she represents to enter into this Assurance and to legally bind such party to the terms and conditions of this Assurance.

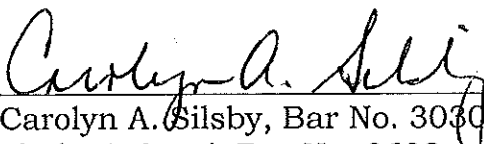
EFFECTIVE DATE

20. The effective date of this Assurance is the date that it is filed in the Kennebec County Superior Court.

IN WITNESS WHEREOF, we, the undersigned, have the authority to consent and sign on behalf of the parties in this matter, and hereby consent to the contents of this Assurance, and to its entry.

JANET T. MILLS
ATTORNEY GENERAL

Date:


May 12, 2014 

Carolyn A. Silsby, Bar No. 3030
Linda J. Conti, Bar No. 3638
Assistant Attorneys General
Consumer Protection Division
Office of the Attorney General
6 State House Station
Augusta, ME 04333-0006
(207) 626-8800

CONSUMER PORTFOLIO SERVICES, INC.

Date:

By:


Signature

Chris Terry
Printed Name

SVP of Asset Recovery
Title

STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL

In the Matter of:

CREDIT ACCEPTANCE CORPORATION

ASSURANCE OF DISCONTINUANCE

This Assurance of Discontinuance ("Assurance") is entered into by the Attorney General of the State of Maine ("Attorney General"), acting pursuant to 5 M.R.S. § 210 of the Unfair Trade Practices Act (the "UTPA," 5 M.R.S. §§ 205-A through 214), and Credit Acceptance Corporation ("Credit Acceptance").

BACKGROUND

1. Credit Acceptance is a Michigan corporation with a principal office located at 25505 W. 12 Mile Road, Suite 3000, Southfield, Michigan 48086-8339. Since 1994, it has been licensed by the Maine Bureau of Consumer Credit Protection as a sales finance company.
2. The Attorney General conducted an investigation of Glenn A. Geiser, Jr., who operated through successive used car dealerships known as Bangor Car Care, Inc., Bumper2Bumper, Inc. ("B2B") and My Maine Ride ("MMR") (collectively, "Geiser").
3. Geiser was licensed by the Maine Bureau of Consumer Credit Protection as a general creditor who could enter into retail sales installment contracts with consumers to enable them to purchase a vehicle from him.

4. The Attorney General's investigation revealed that Geiser promoted and sold his vehicles to consumers with poor or no credit who needed financing to purchase a vehicle.

5. Geiser assigned retail sales installment contracts with consumers to sales finance companies, including Credit Acceptance.

6. Based upon her investigation, on January 31, 2014, the Attorney General brought an action in the public interest against Geiser in the Penobscot County Superior Court for alleged violations of the UTPA including, but not limited to:

- A. Geiser's pattern or practice of misrepresenting to consumers that the vehicles he promoted and sold were high quality, safe and dependable when, in fact, the vehicles were at or near the end of their useful lives, unsafe, and/or inoperable. This caused certain consumers to experience major mechanical and/or inspection-related problems within a few days or weeks of delivery and to stop making payments to the holder of the retail sales installment contract.
- B. Geiser's pattern or practice of promoting and selling vehicles that could not pass inspection ("Unsafe Motor Vehicles" or "UMVs") and requiring consumers who purchased UMVs to pay a down payment, complete the financing application and other paperwork, and pick up the UMV at a later date after Geiser put an inspection sticker on the vehicle; and

C. Geiser's pattern or practice of responding to consumer complaints in a manner that was rude and abusive and calculated to discourage redress.

7. Pursuant to 9-A M.R.S. § 3-403(1), an assignee of the rights of the seller in a consumer credit sale is subject to all claims and defenses of the buyer against the seller arising out of the sale.

8. On or about March 12, 2014, the Attorney General informed Credit Acceptance of her lawsuit against Geiser, and her position that Credit Acceptance is subject to all claims and defenses of the buyer against Geiser arising out of the sale.

9. Thereafter, Credit Acceptance engaged in discussions with the Attorney General regarding its position on the issues and fully cooperated with the Attorney General's investigation. Credit Acceptance informed the Attorney General that it has ceased any new business with Geiser.

ATTORNEY GENERAL'S POSITION

10. The Attorney General contends that, pursuant to 9-A M.R.S. § 3-403(1), Credit Acceptance is liable to consumers for an amount not to exceed the amounts owed under the contract for any unfair and/or deceptive acts or practices that are found to have been committed by Geiser, in violation of 5 M.R.S. § 207.

CREDIT ACCEPTANCE'S POSITION

11. Credit Acceptance denies that it has violated any Maine laws, including, without limitation, the UTPA.

AGREEMENT

12. To resolve the concerns of the Attorney General, Credit Acceptance agrees to:

- A. No longer engage in any business dealings with Geiser or any entity that he operates or controls, or in which Geiser has an ownership interest;
- B. Not collect a deficiency balance from any consumer who purchased a vehicle from Geiser, had his/her vehicle repossessed by Credit Acceptance on or after March 21, 2007, and did not redeem his/her vehicle thereafter ("Affected Buyers"); and
- C. Request that the credit reporting agencies Transunion, Experian, and Equifax permanently delete Credit Acceptance's trade line from the credit history of any Affected Buyer.

13. The Attorney General agrees to release Credit Acceptance and its officers, employees, attorneys, and owners from all claims, causes of action, penalties and costs that were, or could have been, asserted on behalf of the State of Maine prior to the effective date of this Assurance, and relating to, or based upon, the subject matter of this Assurance. Notwithstanding the foregoing, the

Attorney General may institute an action or proceeding for violation of any provision of this Assurance.

GENERAL PROVISIONS

14. This Assurance does not constitute an approval by the Attorney General of Credit Acceptance's business practices, and Credit Acceptance shall make no representation to the contrary.

15. Pursuant to 5 M.R.S. § 210, any violation of this Assurance shall constitute *prima facie* evidence of an act or practice declared to be unlawful by 5 M.R.S. § 207.

16. In the event the Attorney General believes that Credit Acceptance has failed to comply with any provision of this Assurance, the Attorney General shall notify Credit Acceptance of the provision(s) of this Assurance that the Attorney General believes Credit Acceptance has violated. Such notification shall be provided by the Attorney General to Credit Acceptance not fewer than ten (10) business days before the Attorney General initiates any action relating to such alleged violation. The Parties agree to use this period to work together, in good faith, to resolve any issues identified by the Attorney General.

17. This Assurance constitutes the entire agreement of the parties hereto and supersedes all prior agreements or understandings, whether written or oral, between the parties and/or their respective counsel concerning the subject matter addressed herein. Any amendment or modification of this Assurance must be in writing and signed by duly authorized representatives of all the parties hereto.

18. This Assurance shall be binding upon, and inure to the benefit of, the parties and their successors-in-interest.

19. Jurisdiction is retained by the Kennebec County Superior Court in the event that this matter is reopened by the Attorney General for further proceedings in the public interest.

20. Each undersigned individual represents and warrants that he or she is fully authorized by the party he or she represents to enter into this Assurance and to legally bind such party to the terms and conditions of this Assurance.

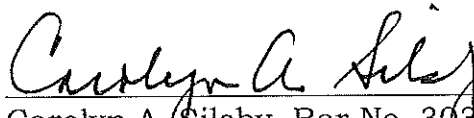
EFFECTIVE DATE

21. The effective date of this Assurance is the date that it is filed in the Kennebec County Superior Court.

IN WITNESS WHEREOF, we, the undersigned, have the authority to consent and sign on behalf of the parties in this matter, and hereby consent to the form and contents of this Assurance, and to its entry.

JANET T. MILLS
ATTORNEY GENERAL

Date: April 1, 2014

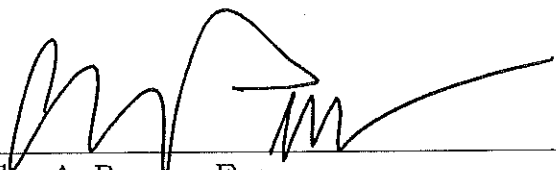


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Assistant Attorneys General
Consumer Protection Division
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6 State House Station
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CREDIT ACCEPTANCE CORPORATION

Date:

By:



Charles A. Pearce, Esq.
Chief Legal Officer

STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL

In the Matter of:

MID-ATLANTIC FINANCE COMPANY

ASSURANCE OF DISCONTINUANCE

This Assurance of Discontinuance ("Assurance") is entered into by the Attorney General of the State of Maine ("Attorney General"), acting pursuant to 5 M.R.S. § 210 of the Unfair Trade Practices Act (the "UTPA," 5 M.R.S. §§ 205-A through 214), and Mid-Atlantic Finance Company ("Mid-Atlantic" or "Respondent").

BACKGROUND

1. Mid-Atlantic is a Florida corporation with a principal office located at 4592 Ulmerton Road, Suite 200, Clearwater, Florida 33762-4107. Since 2011, it has been licensed by the Maine Bureau of Consumer Credit Protection as a sales finance company.

2. In February 2013, Mid-Atlantic began doing business with a used car dealership operated by My Maine Ride ("MMR"), which is owned by Glenn A. Geiser, Jr. Mr. Geiser and the dealership are referred to collectively herein as "Geiser."

3. The Attorney General asserts that Geiser promoted his vehicles to consumers with poor credit who needed financing to purchase a vehicle.

4. The Attorney General asserts that Geiser claimed that his vehicles were high quality, safe and dependable, but, in truth and in fact, they were older, high mileage models that were at or near the end of their useful lives.

5. The Attorney General asserts that most of the vehicles displayed for sale at B2B and MMR were labeled as Unsafe Motor Vehicles ("UMVs") because they could not pass inspection. The Attorney General further asserts that Geiser required a consumer buying a UMV to pay a down payment, complete the financing application and other paperwork, and return at a later date to pick up the vehicle after it had been given an inspection sticker.

6. Geiser was licensed by the Maine Bureau of Consumer Credit Protection as a general creditor that could enter into credit contracts with consumers to enable them to purchase a vehicle from him.

7. Geiser assigned many of his credit contracts with consumers to various sales finance companies, including Mid-Atlantic.

8. The Attorney General asserts that many consumers who purchased a vehicle from Geiser experienced major mechanical and/or inspection-related problems within a few days or weeks of delivery, which rendered it unsafe or inoperable.

9. The Attorney General asserts that Geiser responded to consumer complaints in a manner that was rude and abusive and calculated to discourage redress.

10. The Attorney General asserts that many consumers who had an unsafe or inoperable vehicle stopped making loan payments to the holder of the credit contract, often resulting in repossession and a loan deficiency.

11. The Attorney General recently brought an action in the public interest against Geiser in the Penobscot County Superior Court for alleged violations of the UTPA including, but not limited to, deceptive claims over the quality of his vehicles, deceptive and/or unfair practices for failing to disclose known mechanical defects and putting inspection stickers on vehicles that should not have passed inspection, and misrepresenting the sale of U MVs as those of ordinary used vehicles.

12. Pursuant to 9-A M.R.S. § 3-403(1), an assignee of the rights of the seller in a consumer credit sale is subject to all claims and defenses of the buyer against the seller arising out of the sale in an amount not exceeding the balance due under the contract as of the date the assignee receives notice of the claim or defense.

THE ATTORNEY GENERAL'S POSITION

13. The Attorney General contends that, pursuant to 9-A M.R.S. § 3-403(1), Respondent is liable to consumers who purchased a vehicle from Geiser ("Geiser buyers") for any unfair and/or deceptive acts or practices that are found to have been committed by Geiser, in violation of 5 M.R.S. § 207.

RESPONDENT'S POSITION

14. Respondent denies that it has violated any Maine laws, and denies that it knew of the acts and omissions of Geiser that underlie the Attorney

General's claims against Geiser. Respondent also denies that it acted in concert in any way with Geiser.

AGREEMENT

15. To resolve the concerns of the Attorney General, Respondent agrees to the following terms:

- A. Mid-Atlantic shall no longer engage in any business dealings with Geiser or any entity that he operates or controls, or in which Geiser has an ownership interest;
- B. Mid-Atlantic shall not pursue any Geiser buyer for any loan deficiency following a repossession. This prohibition shall not apply to the collection of any insurance proceeds arising out of the damage or destruction of any vehicle securing a loan (except in cases where the customer uses the insurance proceeds to repair the vehicle); and
- C. Mid-Atlantic shall request that the credit reporting agencies Transunion, Experian, and Equifax permanently delete Mid-Atlantic's trade line from the credit history of any Geiser buyer who had a loan deficiency following a repossession.

16. The Attorney General hereby releases Respondent and its officers, employees, attorneys, and owners from all claims, causes of action, penalties and costs that were, or could have been, asserted on behalf of the State of Maine prior to the effective date of this Assurance, and relating to, or based upon, the subject matter of this Assurance. Notwithstanding the foregoing, the Attorney

General may institute an action or proceeding for violation of any provision of this Assurance, or for Respondent's future conduct.

GENERAL PROVISIONS

17. This Assurance does not constitute an approval by the Attorney General of Respondent's business practices, and Respondent shall make no representation to the contrary.

18. Pursuant to 5 M.R.S. § 210, any violation of this Assurance shall constitute *prima facie* evidence of an act or practice declared to be unlawful by 5 M.R.S. § 207.

19. This Assurance constitutes the entire agreement of the parties hereto and supersedes all prior agreements or understandings, whether written or oral, between the parties and/or their respective counsel concerning the subject matter addressed herein. Any amendment or modification of this Assurance must be in writing and signed by duly authorized representatives of all the parties hereto.

20. This Assurance shall be binding upon, and inure to the benefit of, the parties and their successors-in-interest.

21. Jurisdiction is retained by the Kennebec County Superior Court in the event that this matter is reopened by the Attorney General for further proceedings in the public interest.

22. Each undersigned individual represents and warrants that he or she is fully authorized by the party he or she represents to enter into this Assurance and to legally bind such party to the terms and conditions of this Assurance.

EFFECTIVE DATE

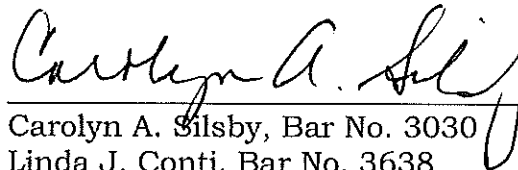
23. The effective date of this Assurance is the date that it is filed in the Kennebec County Superior Court.

IN WITNESS WHEREOF, we, the undersigned, have the authority to consent and sign on behalf of the parties in this matter, and hereby consent to the form and contents of this Assurance, and to its entry.

JANET T. MILLS
ATTORNEY GENERAL

Date:

6/17/14



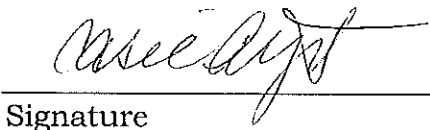
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MID-ATLANTIC FINANCE COMPANY

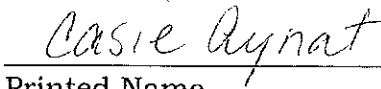
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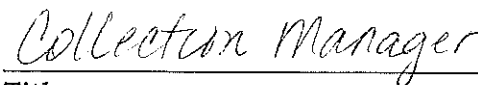
By:



Signature



Printed Name



Title

STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL

In the Matter of:

PERSIAN ACCEPTANCE CORPORATION

ASSURANCE OF DISCONTINUANCE

This Assurance of Discontinuance ("Assurance") is entered into by the Attorney General of the State of Maine ("Attorney General"), acting pursuant to 5 M.R.S. § 210 of the Unfair Trade Practices Act (the "UTPA," 5 M.R.S. §§ 205-A through 214), and Persian Acceptance Corporation ("Persian").

BACKGROUND

1. Persian is a New Hampshire corporation with a principal office located at 101 Edgewater Drive, Suite 112, Wakefield, Massachusetts 01880-1262. Since 2002, it has been licensed by the Maine Bureau of Consumer Credit Protection as a sales finance company.

2. Approximately 14 years ago, Persian began doing business with Glenn A. Geiser, Jr., who has operated through successive used car dealerships known as Bangor Car Care, Inc., Bumper2Bumper, Inc. ("B2B") and My Maine Ride ("MMR"). Mr. Geiser and the dealerships are referred to collectively herein as "Geiser."

3. Geiser was licensed by the Maine Bureau of Consumer Credit Protection as a general creditor that could enter into credit contracts with consumers to enable them to purchase a vehicle from him.



4. Geiser assigned some of his credit contracts with consumers to Persian.

5. The Attorney General asserts that Geiser promoted his vehicles to consumers with poor credit who needed financing to purchase a vehicle.

6. The Attorney General asserts that Geiser claimed that his vehicles were high quality, safe and dependable, but that, in truth and in fact, they were older, high mileage models that were at or near the end of their useful lives.

7. The Attorney General asserts that most of the vehicles displayed for sale at B2B and MMR were labeled as Unsafe Motor Vehicles ("UMVs") because they could not pass inspection, and that Geiser required a consumer buying a UMV to pay a down payment, complete the financing application and other paperwork, and return at a later date to pick up the vehicle after it had been given an inspection sticker.

8. The Attorney General asserts that many consumers who purchased a vehicle from Geiser experienced major mechanical and/or inspection-related problems within a few days or weeks of delivery, which rendered it unsafe or inoperable.

9. The Attorney General asserts that Geiser responded to consumer complaints in a manner that was rude and abusive and calculated to discourage redress.

10. The Attorney General asserts that many consumers who had an unsafe or inoperable vehicle stopped making loan payments to the holder of the credit contract, often resulting in repossession and a loan deficiency.

11. The Attorney General recently brought an action in the public interest against Geiser in the Penobscot County Superior Court for alleged violations of the UTPA including, but not limited to, deceptive claims over the quality of his vehicles, deceptive and/or unfair practices for failing to disclose known mechanical defects and putting inspection stickers on vehicles that should not have passed inspection, and misrepresenting the sale of UVMs as those of ordinary used vehicles.

12. Pursuant to 9-A M.R.S. § 3-403(1), an assignee of the rights of the seller in a consumer credit sale is subject to all claims and defenses of the buyer against the seller arising out of the sale in an amount not exceeding the balance due under the contract as of the date the assignee receives notice of the claim or defense.

13. By letter dated March 5, 2014 the Attorney General notified Persian of her lawsuit against Geiser, and her position that Persian is subject to all claims and defenses of the buyer against Geiser arising out of the sale.

14. Thereafter, Persian engaged in discussions with the Attorney General regarding its position on the issues, and has cooperated with the Attorney General's investigation. Persian has informed the Attorney General that it has ceased any new business with Geiser.

THE ATTORNEY GENERAL'S POSITION

15. The Attorney General contends that, pursuant to 9-A M.R.S. § 3-403(1), Persian is liable to consumers who purchased a vehicle from Geiser ("Geiser buyers") for any unfair and/or deceptive acts or practices that are found

to have been committed by Geiser, in violation of 5 M.R.S. § 207, in an amount not exceeding the balance due under the contract as of the date the assignee receives notice of the claim or defense.

PERSIAN'S POSITION

16. Persian denies that it has violated any Maine laws, and denies that it knew of, or acted in concert in any way with Geiser with respect to, the acts and omissions of Geiser that underlie the Attorney General's claims against Geiser.

AGREEMENT

17. Notwithstanding its position, to resolve the concerns of the Attorney General in the spirit of cooperation and good faith, Persian agrees that it shall:

- A. No longer engage in any business dealings with Geiser or any entity that he operates or controls, or in which Geiser has an ownership interest;
- B. Not collect a deficiency balance from any Geiser buyer who (1) purchased a vehicle on or after March 21, 2007; and (2) either (a) had his/her vehicle repossessed by Persian, and did not redeem it before the Effective Date of this Assurance ("Already Repossessed Buyer") or (b) was totally relieved from having to pay a deficiency balance as a result of the claims process set forth in paragraph D below.
- C. Request that the credit reporting agencies Transunion, Experian, and Equifax ("CRAs") permanently delete Persian's

trade line from the credit history of any Geiser buyer who (1) was totally relieved from having to pay his or her loan balance as a result of the claims process set forth in paragraph D below; or (2) is an Already Repossessed Buyer whose contract is dated January 1, 2010 or later. For an Already Repossessed Buyer whose contract is dated during the period from March 21, 2007 to December 31, 2009, Persian shall request that the CRAs permanently delete its trade line from his or her credit history upon request. Persian shall report to the CRAs any reduction in the loan balance of a Geiser buyer who received partial relief from Persian as a result of the claims process set forth in paragraph D below.

D. Institute a claims process for certain Geiser buyers as follows:

1. Within 30 days of the Effective Date of this Assurance, Persian shall notify every Geiser buyer financed by Persian after December 31, 2009, who is not an Already Repossessed Buyer and who has a loan balance, that he or she may submit a claim form to Persian no later than 210 days from the Effective Date of this Assurance to ask for relief from paying the loan balance in connection with the cooperative repossession of his or her vehicle.

2. Persian's notice of this claims process, which shall be in writing and include the claim form attached hereto as Exhibit

A, shall be approved in advance by the Attorney General.

3. Persian shall provide the claim form upon request to any Geiser buyer financed by Persian during the period from March 21, 2007 to December 31, 2009 who is not an Already Repossessed Buyer and who has a loan balance.

4. Persian shall work expeditiously and in good faith to resolve the claims submitted, and shall promptly notify each claimant of its decision on his or her claim. Persian shall provide relief to each claimant who can show that the safety, inspectability, or operability of the vehicle was a problem within the first 6 months from the date the buyer took possession, and the dealer refused to fix it. In evaluating each claim, Persian shall consider certain factors including, but not limited to, the number of months that the claimant made payments on the loan, the number of months the vehicle could not be operated, and the amounts the claimant spent on parts and repairs.

5. No later than 300 days from the Effective Date of this Assurance, Persian shall submit a report to the Attorney General on the claims received by Persian and their disposition, which shall include (a) the name and contact information of the claimant; (b) the amount of the requested relief; (c) the amount of the relief provided; (d) the reason(s)

why Persian rejected the claim in whole or in part; and (e) the resulting loan balance.

6. The Attorney General may obtain information from Persian about any claim. If she disputes its decision on any claim, the Attorney General may take legal action, subject to the provisions in paragraph 21.

E. The foregoing provisions shall not affect or limit any right Persian has to repossess any vehicle securing a loan or to collect any insurance proceeds arising out of the damage or destruction of any vehicle securing a loan (except in cases in which the buyer uses the insurance proceeds to repair the vehicle).

18. The Attorney General hereby releases Persian and its officers, employees, attorneys, and owners from all claims, causes of action, penalties and costs that were, or could have been, asserted on behalf of the State of Maine prior to the effective date of this Assurance, and relating to, or based upon, the subject matter of this Assurance. Notwithstanding the foregoing, the Attorney General may institute an action or proceeding for violation of any provision of this Assurance, or for Persian's future conduct.

GENERAL PROVISIONS

19. This Assurance does not constitute an approval by the Attorney General of Persian's business practices, and Persian shall make no representation to the contrary.

25. Each undersigned individual represents and warrants that he or she is fully authorized by the party he or she represents to enter into this Assurance and to legally bind such party to the terms and conditions of this Assurance.

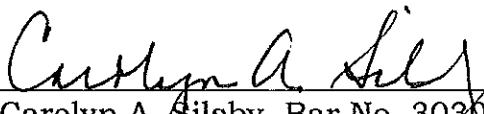
EFFECTIVE DATE

26. The effective date of this Assurance is the date that it is filed in the Kennebec County Superior Court.

IN WITNESS WHEREOF, we, the undersigned, have the authority to consent and sign on behalf of the parties in this matter, and hereby consent to the form and contents of this Assurance, and to its entry.

JANET T. MILLS
ATTORNEY GENERAL

Date: May 28, 2014

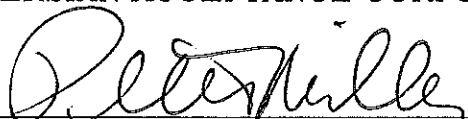


Carolyn A. Silsby, Bar No. 3030
Linda J. Conti, Bar No. 3638
Assistant Attorneys General
Consumer Protection Division
Office of the Attorney General
6 State House Station
Augusta, ME 04333-0006
(207) 626-8800

PERSIAN ACCEPTANCE CORPORATION

Date:

By:



Signature

Printed Name

Title

PETER MILLER

PRESIDENT

CLAIM FORM

If you bought a vehicle from the used car dealers **Bangor Car Care, Inc., Bumper2Bumper, Inc.** or **My Maine Ride** since December 31, 2009 that was financed by Persian Acceptance Corporation ("Persian") and you still owe money on your loan, you may ask Persian to relieve you from having to pay your loan balance by submitting this claim form. Persian will give you partial or full relief up to the amount of your loan balance, if you can show that the safety, inspectability or operability of the vehicle you purchased was a problem within 6 months from the date you took possession and the dealer refused to fix it.

Please understand that if Persian honors your claim you will be required to voluntarily surrender your vehicle to Persian.

If you wish to make a claim, please complete this form, attach any documents that support your claim, such as a copy of any complaint that you made to the dealer, the Attorney General's Office or other state agency, your contract, any inspection reports, and receipts for parts and repairs, read and sign the affirmation below, and mail it **no later than** _____ to:

Persian Acceptance Corporation
101 Edgewater Drive, Suite 112
Wakefield, MA 01880-1262
ATTN: Chris Venios or Victoria Robbin

Claims postmarked after _____ will not be accepted. If you have any questions, you may call 781-213-6600 Monday through Friday, between 9:00 AM and 5:00 PM.

1. Vehicle Identification Number _____
2. Dealer that sold you the vehicle _____
3. Date you took possession of the vehicle _____
4. Mileage on the date you took possession _____
5. Mileage on the vehicle now _____
6. Please indicate whether you have had any problem with the safety, inspectability, or operability of the vehicle. (Circle each that applies.)

EXHIBIT A TO ASSURANCE

CHS (PW)

7. Please explain when and how you discovered the problem(s).

8. Mileage on the vehicle when you discovered the problem(s)

9. If you complained to the dealer about the problem(s), please provide details on when and how you complained, and the dealer's response.

10. Did the problem(s) prevent you from being able to drive the vehicle? Yes/No. If yes, for how long? _____

11. Are you driving the vehicle now? Yes/No. If no, please explain when and why you stopped driving it.

12. If you have paid for parts and repairs to the vehicle, please explain the work that was done and the amount you spent, and provide a copy of your receipts. _____

13. Please provide any other information that you feel Persian should consider in evaluating your claim. _____

AFFIRMATION

Under penalty of perjury, I hereby affirm that I have made a good faith effort to find and provide copies of any document that supports this claim for relief. I further affirm that the information that I have provided is true and accurate to the best of my knowledge and belief.

Signature _____

Date _____

 CP

Printed Name and Address

Telephone Number and E-mail Address

STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL

In the Matter of:

SOURCE ONE FINANCIAL CORPORATION

ASSURANCE OF DISCONTINUANCE

This Assurance of Discontinuance ("Assurance") is entered into by the Attorney General of the State of Maine ("Attorney General"), acting pursuant to 5 M.R.S. §§ 205-A through 214), and Source One Financial Corporation ("Source One" or "Respondent").

BACKGROUND

1. Source One is a Massachusetts corporation with a principal office located at 183R Washington Street, Norwell, Massachusetts 02061-1752. Since 2000, it has been licensed by the Maine Bureau of Consumer Credit Protection as a sales finance company.

2. In 2003, Source One began doing business with Glenn A. Geiser, Jr., who operated successive used car dealerships known as Bangor Car Care, Inc. and Bumper2Bumper, Inc. ("B2B") and My Maine Ride ("MMR"). Source One never did any business with MMR. Mr. Geiser and the dealerships are referred to collectively herein as "Geiser."

3. Geiser promoted his vehicles to consumers with poor credit who needed financing to purchase a vehicle.

4. Geiser claimed that his vehicles were high quality, safe and dependable, but, in truth and in fact, they were older, high mileage models that were at or near the end of their useful lives.

5. Most of the vehicles displayed for sale at B2B and MMR were labeled as Unsafe Motor Vehicles ("UMVs") because they could not pass inspection. Geiser required a consumer buying a UMV to pay a down payment, complete the financing application and other paperwork, and return at a later date to pick up the vehicle after it had been given an inspection sticker.

6. Geiser was licensed by the Maine Bureau of Consumer Credit Protection as a general creditor that could enter into credit contracts with consumers to enable them to purchase a vehicle from him.

7. Geiser assigned many of his credit contracts with consumers to various sales finance companies, including Source One which did not take any assigned contracts with MMR.

8. Many consumers who purchased a vehicle from Geiser experienced major mechanical and/or inspection-related problems within a few days or weeks of delivery, which rendered it unsafe or inoperable.

9. Geiser responded to consumer complaints in a manner that was rude and abusive and calculated to discourage redress.

10. Many consumers who had an unsafe or inoperable vehicle stopped making loan payments to the holder of the credit contract, often resulting in repossession and a loan deficiency.

11. The Attorney General recently brought an action in the public interest against Geiser in the Penobscot County Superior Court for alleged violations of the Unfair Trade Practices Act including, but not limited to, deceptive claims over the quality of his vehicles, deceptive and/or unfair practices for failing to disclose known mechanical defects and putting inspection stickers on vehicles that should not have passed inspection, and misrepresenting the sale of UVMs as those of ordinary used vehicles.

12. Pursuant to 9-A M.R.S. § 3-403(1), an assignee of the rights of the seller in a consumer credit sale is subject to all claims and defenses of the buyer against the seller arising out of the sale.

THE ATTORNEY GENERAL'S POSITION

13. The Attorney General contends that, pursuant to 9-A M.R.S. § 3-403(1), Respondent is liable to consumers for any unfair and/or deceptive acts or practices that are found to have been committed by Geiser, in violation of 5 M.R.S. § 207.

RESPONDENT'S POSITION

14. Source One denies having any knowledge of Geiser's business practices as set forth herein.

15. Source One represents that it stopped doing business with Geiser for new customers about a year ago, in part due to its receipt of a large number of consumer complaints, and that it has never pursued a collection action against any consumer who had a loan deficiency following a repossession.

16. Source One denies that it violated 9-A M.R.S. § 3-403(1) or 5 M.R.S. § 207.

AGREEMENT

17. To resolve the concerns of the Attorney General, Respondent agrees to the following terms:

A. Source One shall no longer engage in any business dealings with Geiser or any entity that he operates or controls, or in which Geiser has an ownership interest;

B. Source One shall not pursue any consumer who purchased a vehicle from Geiser for any loan deficiency following a repossession. This prohibition shall not apply to the repossession of any vehicle securing a loan or the collection of any insurance proceeds arising out of the damage or destruction of any vehicle securing a loan (except in cases where the customer uses the insurance proceeds to repair the vehicle); and

C. Source One shall direct all applicable credit reporting agencies to remove any adverse credit report that Source One made since March 21, 2007 on any consumer who had a loan deficiency following repossession of a vehicle purchased from Geiser.

18. The Attorney General agrees to release and does hereby release Respondent and its officers, employees, attorneys, and owners from all claims, causes of action, penalties and costs that were, or could have been, asserted on behalf of the State of Maine prior to the effective date of this Assurance, and

relating to, or based upon, the subject matter of this Assurance.

Notwithstanding the foregoing, the Attorney General may institute an action or proceeding for violation of any provision of this Assurance, or for Respondent's future conduct.

GENERAL PROVISIONS

19. This Assurance does not constitute an approval by the Attorney General of Respondent's business practices, and Respondent shall make no representation to the contrary.

20. Pursuant to 5 M.R.S. § 210, any violation of this Assurance shall constitute *prima facie* evidence of an act or practice declared to be unlawful by 5 M.R.S. § 207.

21. This Assurance constitutes the entire agreement of the parties hereto and supersedes all prior agreements or understandings, whether written or oral, between the parties and/or their respective counsel concerning the subject matter addressed herein. Any amendment or modification of this Assurance must be in writing and signed by duly authorized representatives of all the parties hereto.

22. This Assurance shall be binding upon, and inure to the benefit of, the parties and their successors-in-interest.

23. Jurisdiction is retained by the Kennebec County Superior Court in the event that this matter is reopened by the Attorney General for further proceedings in the public interest.

24. Each undersigned individual represents and warrants that he or she is fully authorized by the party he or she represents to enter into this Assurance and to legally bind such party to the terms and conditions of this Assurance .

EFFECTIVE DATE

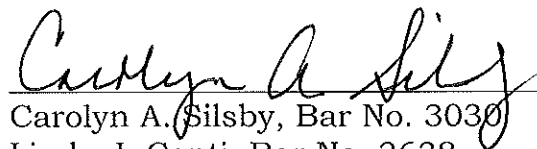
25. The effective date of this Assurance is the date that it is filed in the Kennebec County Superior Court.

IN WITNESS WHEREOF, we, the undersigned, have the authority to consent and sign on behalf of the parties in this matter, and hereby consent to the form and contents of this Assurance , and to its entry.

JANET T. MILLS
ATTORNEY GENERAL

Date:

March 27, 2014



Carolyn A. Silsby, Bar No. 3030
Linda J. Conti, Bar No. 3638
Assistant Attorneys General
Consumer Protection Division
Office of the Attorney General
6 State House Station
Augusta, ME 04333-0006
(207) 626-8800

SOURCE ONE FINANCIAL CORPORATION

Date:

3.21.14

By:



Signature

Michael Parsons

Printed Name

CFO

Title

STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL

In the Matter of:

UNITED AUTO CREDIT CORPORATION

ASSURANCE OF DISCONTINUANCE

This Assurance of Discontinuance ("Assurance") is entered into by the Attorney General of the State of Maine ("Attorney General"), acting pursuant to 5 M.R.S. § 210 of the Maine Unfair Trade Practices Act (the "UTPA," 5 M.R.S. §§ 205-A through 214), and United Auto Credit Corporation ("United Auto" or "Respondent").

BACKGROUND

1. United Auto is a California corporation with a principal office located at 1071 Camelback Street, Suite 100, Newport Beach, California 92660-3046. Since 2012, it has been licensed by the Maine Bureau of Consumer Credit Protection as a sales finance company.
2. The Attorney General conducted an investigation of Glenn A. Geiser, Jr., who has operated through successive used car dealerships known as Bangor Car Care, Inc., Bumper2Bumper, Inc. ("B2B") and My Maine Ride ("MMR") (collectively, "Geiser").
3. Geiser was licensed by the Maine Bureau of Consumer Credit Protection as a general creditor who could enter into retail sales installment contracts with consumers to enable them to purchase a vehicle from him.

4. The Attorney General's investigation revealed that Geiser promoted and sold his vehicles to consumers with poor or no credit who needed financing to purchase a vehicle.

5. Geiser assigned retail sales installment contracts with consumers to sales finance companies, including United Auto.

6. Based upon her investigation, on January 31, 2014, the Attorney General brought an action in the public interest against Geiser in the Penobscot County Superior Court for alleged violations of the UTPA including, but not limited to:

- A. Geiser's pattern or practice of misrepresenting to consumers that the vehicles he promoted and sold were high quality, safe and dependable when, in fact, the vehicles were at or near the end of their useful lives, unsafe, and/or inoperable. This caused certain consumers to experience major mechanical and/or inspection-related problems within a few days or weeks of delivery and to stop making payments to the holder of the retail sales installment contract.
- B. Geiser's pattern or practice of promoting and selling vehicles that could not pass inspection ("Unsafe Motor Vehicles" or "UMVs") and requiring consumers who purchased UMVs to pay a down payment, complete the financing application and other paperwork, and pick up the UMV at a later date after Geiser put an inspection sticker on the vehicle; and

C. Geiser's pattern or practice of responding to consumer complaints in a manner that was rude and abusive and calculated to discourage redress.

7. Pursuant to 9-A M.R.S. § 3-403(1), an assignee of the rights of the seller in a consumer credit sale is subject to all claims and defenses of the buyer against the seller arising out of the sale.

8. On or about March 28, 2014, the Attorney General informed United Auto of her lawsuit against Geiser, and her position that United Auto, as Geiser's assignee, is subject to all claims and defenses of the buyer against Geiser arising out of the sale.

9. United Auto has represented to the Attorney General that it began doing business with Geiser in March of 2013, and that it ceased doing any new business with him in February of 2014.

ATTORNEY GENERAL'S POSITION

10. The Attorney General contends that, pursuant to 9-A M.R.S. § 3-403(1), United Auto is liable to consumers for an amount not to exceed the amounts owed under the contract for any unfair and/or deceptive acts or practices that are found to have been committed by Geiser, in violation of 5 M.R.S. § 207.

UNITED AUTO'S POSITION

11. United Auto denies that it has violated any Maine laws, including, without limitation, the UTPA.

AGREEMENT

12. To resolve the concerns of the Attorney General, United Auto agrees to:

- A. No longer engage in any business dealings with Geiser or any entity that he operates or controls, or in which Geiser has an ownership interest;
- B. Not collect a deficiency balance from any consumer who purchased a vehicle from Geiser, had his/her vehicle repossessed by United Auto, and did not redeem his/her vehicle thereafter ("Affected Buyers"); and
- C. Request that the credit reporting agencies Transunion, Experian, and Equifax permanently delete United Auto's trade line from the credit history of any Affected Buyer.

13. The Attorney General agrees to release United Auto and its officers, employees, attorneys, and owners from all claims, causes of action, penalties and costs that were, or could have been, asserted on behalf of the State of Maine prior to the effective date of this Assurance, and relating to, or based upon, its subject matter. Notwithstanding the foregoing, the Attorney General may institute an action or proceeding for violation of any provision of this Assurance.

GENERAL PROVISIONS

14. This Assurance does not constitute an approval by the Attorney General of United Auto's business practices, and United Auto shall make no representation to the contrary.

15. Pursuant to 5 M.R.S. § 210, any violation of this Assurance shall constitute *prima facie* evidence of an act or practice declared to be unlawful by 5 M.R.S. § 207.

16. This Assurance constitutes the entire agreement of the parties hereto and supersedes all prior agreements or understandings, whether written or oral, between the parties and/or their respective counsel concerning the subject matter addressed herein. Any amendment or modification of this Assurance must be in writing and signed by duly authorized representatives of all the parties hereto.

17. This Assurance shall be binding upon, and inure to the benefit of, the parties and their successors-in-interest.

18. Jurisdiction is retained by the Kennebec County Superior Court in the event that this matter is reopened by the Attorney General for further proceedings in the public interest.

19. Each undersigned individual represents and warrants that he or she is fully authorized by the party he or she represents to enter into this Assurance and to legally bind such party to the terms and conditions of this Assurance.

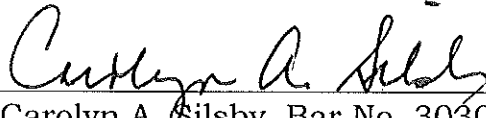
EFFECTIVE DATE

20. The effective date of this Assurance is the date that it is filed in the Kennebec County Superior Court.

IN WITNESS WHEREOF, we, the undersigned, have the authority to consent and sign on behalf of the parties in this matter, and hereby consent to the contents of this Assurance, and to its entry.

JANET T. MILLS
ATTORNEY GENERAL

Date: 5-22-14



Carolyn A. Silsby, Bar No. 3030
Linda J. Conti, Bar No. 3638
Assistant Attorneys General
Consumer Protection Division
Office of the Attorney General
6 State House Station
Augusta, ME 04333-0006
(207) 626-8800

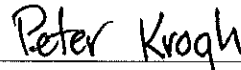
UNITED AUTO CREDIT CORPORATION

Date:

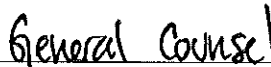
By:



Signature



Printed Name



Title

STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL

In the Matter of:

WESTLAKE SERVICES, LLC

ASSURANCE OF DISCONTINUANCE

This Assurance of Discontinuance ("Assurance") is entered into by the Attorney General of the State of Maine ("Attorney General"), acting pursuant to 5 M.R.S. § 210 of the Maine Unfair Trade Practices Act (the "UTPA," 5 M.R.S. §§ 205-A through 214), and Westlake Services, LLC, a/k/a Westlake Financial Services ("Westlake" or "Respondent").

BACKGROUND

1. Westlake is a California limited liability company with a principal office located at 4751 Wilshire Boulevard, Suite 100, Los Angeles, California 90010-3847. It has been licensed by the Maine Bureau of Consumer Credit Protection as a sales finance company since 2009.

2. The Attorney General conducted an investigation of Glenn A. Geiser, Jr., who operated through successive used car dealerships known as Bangor Car Care, Inc., Bumper2Bumper, Inc., and My Maine Ride ("MMR") (hereinafter, the individual and the dealerships collectively are referred to as "Geiser").

3. Geiser was licensed by the Maine Bureau of Consumer Credit Protection as a general creditor who could enter into retail sales installment contracts with consumers to enable them to purchase a vehicle from him.

4. The Attorney General's investigation revealed that Geiser promoted and sold his vehicles to consumers with poor or no credit who needed financing to purchase a vehicle.

5. Geiser assigned retail sales installment contracts with consumers to sales finance companies, including Westlake.

6. Based upon her investigation, on January 31, 2014, the Attorney General brought an action in the public interest against Geiser in the Penobscot County Superior Court for alleged violations of the UTPA including, but not limited to:

- A. Geiser's pattern or practice of misrepresenting to consumers that the vehicles he promoted and sold were high quality, safe and dependable when, in fact, the vehicles were at or near the end of their useful lives, unsafe, and/or inoperable. This caused certain consumers to experience major mechanical and/or inspection-related problems within a few days or weeks of delivery and to stop making payments to the holder of the retail sales installment contract.
- B. Geiser's pattern or practice of promoting and selling vehicles that could not pass inspection ("Unsafe Motor Vehicles" or "UMVs") and requiring consumers who purchased UMVs to pay a down payment, complete the financing application and

other paperwork, and pick up the UMV at a later date after Geiser put an inspection sticker on the vehicle; and

- C. Geiser's pattern or practice of responding to consumer complaints in a manner that was rude and abusive and calculated to discourage redress.

7. Pursuant to 9-A M.R.S. § 3-403(1), an assignee of the rights of the seller in a consumer credit sale is subject to all claims and defenses of the buyer against the seller arising out of the sale.

8. On or about March 28, 2014, the Attorney General informed Westlake of her lawsuit against Geiser and her position on Westlake's potential liability.

9. Westlake represents that it did business with Geiser/MMR from June of 2013 until early 2014, during which time it financed 54 vehicles for consumers.

ATTORNEY GENERAL'S POSITION

10. The Attorney General contends that, pursuant to 9-A M.R.S. § 3-403(1), Westlake is liable to consumers for an amount not to exceed the amounts owed under the contract for any unfair and/or deceptive acts or practices that are found to have been committed by Geiser, in violation of 5 M.R.S. § 207.

WESTLAKE'S POSITION

11. Westlake denies that it has violated any Maine laws, including, without limitation, the UTPA.

AGREEMENT

12. To resolve the concerns of the Attorney General, Westlake agrees to:

- A. No longer engage in any business dealings with Geiser or any entity that he operates or controls, or in which Geiser has an ownership interest;
- B. Not collect a deficiency balance from any consumer who purchased a vehicle from Geiser, had his/her vehicle repossessed by Westlake, and did not redeem his/her vehicle thereafter ("Affected Buyers"); and
- C. Request that the credit reporting agencies Transunion, Experian, and Equifax permanently delete Westlake's trade line from the credit history of any Affected Buyer.

13. The Attorney General agrees to release Westlake and its officers, employees, attorneys, and owners from all claims, causes of action, penalties and costs that were, or could have been, asserted on behalf of the State of Maine prior to the effective date of this Assurance, and relating to, or based upon, the subject matter of this Assurance. Notwithstanding the foregoing, the Attorney General may institute an action or proceeding for violation of any provision of this Assurance.

GENERAL PROVISIONS

14. This Assurance does not constitute an approval by the Attorney General of Westlake's business practices, and Westlake shall make no representation to the contrary.

15. Pursuant to 5 M.R.S. § 210, any violation of this Assurance shall constitute *prima facie* evidence of an act or practice declared to be unlawful by 5 M.R.S. § 207.

16. This Assurance constitutes the entire agreement of the parties hereto and supersedes all prior agreements or understandings, whether written or oral, between the parties and/or their respective counsel concerning the subject matter addressed herein. Any amendment or modification of this Assurance must be in writing and signed by duly authorized representatives of all the parties hereto.

17. This Assurance shall be binding upon, and inure to the benefit of, the parties and their successors-in-interest.

18. Jurisdiction is retained by the Kennebec County Superior Court in the event that this matter is reopened by the Attorney General for further proceedings in the public interest.

19. Each undersigned individual represents and warrants that he or she is fully authorized by the party he or she represents to enter into this Assurance and to legally bind such party to the terms and conditions of this Assurance.

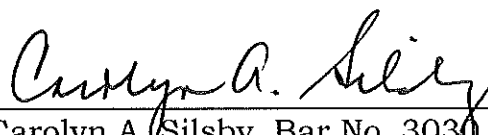
EFFECTIVE DATE

20. The effective date of this Assurance is the date that it is filed in the Kennebec County Superior Court.

IN WITNESS WHEREOF, we, the undersigned, have the authority to consent and sign on behalf of the parties in this matter, and hereby consent to the contents of this Assurance, and to its entry.

JANET T. MILLS
ATTORNEY GENERAL

Date: May 21, 2014




Carolyn A. Silsby, Bar No. 3030
Linda J. Conti, Bar No. 3638
Assistant Attorneys General
Consumer Protection Division
Office of the Attorney General
6 State House Station
Augusta, ME 04333-0006
(207) 626-8800

WESTLAKE SERVICES, LLC

Date: May 16, 2014

By:



Signature

Ian Anderson

Printed Name

President

Title